

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION**

<b>EDUARDO JIMENEZ MUNOZ, on behalf</b>	)	
<b>of himself and all others similarly situated,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	<b>Case No.: 3:20-cv-1111</b>
<b>v.</b>	)	
	)	<b>JURY DEMAND</b>
	)	
<b>ANDRADE'S CLEAN UP, INC.,</b>	)	<b>JUDGE RICHARDSON</b>
<b>THE BEST TURN, INC. d/b/a</b>	)	<b>MAGISTRATE JUDGE NEWBERN</b>
<b>ANDRADE'S CLEAN UP, and</b>	)	
<b>JORGE ANDRADE, individually,</b>	)	
	)	
<b>Defendants.</b>	)	

**ORDER APPROVING SETTLEMENT AGREEMENT AND  
DISMISSING WITH PREJUDICE**

This matter came before the Court upon the Joint Motion to Approve Settlement Agreement and Dismiss with Prejudice filed by Plaintiff Eduardo Jimenez Munoz (“Named Plaintiff”), on behalf of himself and the individuals who opted into this lawsuit<sup>1</sup> (“Opt-In Plaintiffs”) (collectively, “Plaintiffs”), and Andrade’s Clean Up, Inc., The Best Turn, Inc. d/b/a Andrade’s Clean Up, and Jorge Andrade (collectively, “Defendants”) (together with Plaintiffs, “the Parties”). Upon consideration of the Joint Motion and the Court’s review of the Parties’ Settlement Agreement (the “Agreement”), the Court finds as follows:

Plaintiff filed this lawsuit against Defendants on December 29, 2020, and an Amended Complaint on January 15, 2021 (the “Lawsuit”). In the Lawsuit, Plaintiff asserts he and others

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<sup>1</sup> The claims of Opt-In Plaintiff Adriel M. Garcia Batres were previously dismissed with prejudice. See Docket Entry 46.

similarly situated were not paid time and one-half their regular rate of pay for all hours worked over 40 in a work week in violation of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 207. To the contrary, Defendants assert that Plaintiff and others similarly situated were paid in full compliance with the FLSA. The Parties therefore have a bona fide dispute regarding Plaintiffs’ FLSA claims.

The Agreement includes: (1) a payment to Named Plaintiff in the amount of \$27,905.18; (2) a payment to Opt-In Plaintiff Maricel Hernandez Miranda in the amount of \$17,582.69; (3) a payment to Opt-In Plaintiff Alberto M. Perez in the amount of \$5,012.22; (4) a payment to Opt-In Plaintiff Efrain Jaral Frias in the amount of \$2,197.84; (5) a payment to Opt-In Plaintiff James Ledford in the amount of \$302.07; (6) a payment to Plaintiff’s counsel at Florin, Gray, Bouzas, & Owens, LLC in the amount of \$24,500.00, for fees and expenses, and (7) and a payment to Plaintiff’s counsel at Yezbak Law Offices PLLC in the amount of \$22,500.00, for fees and expenses.

The Agreement also includes: (1) a non-admissions clause; (2) a release of Named Plaintiff’s claims against Defendants, except those claims that cannot be released under applicable law; (3) a release of Opt-In Plaintiffs’ claims against Defendants under the FLSA and applicable Tennessee wage and hour laws; and (4) dismissal with prejudice of Plaintiffs’ claims in the Lawsuit.

As set forth in the Parties’ Joint Motion, Plaintiffs have been represented by counsel throughout the pendency of the Lawsuit. The Parties exchanged initial disclosures, which enabled them to assess the potential risks of litigation. While conducting discovery, representatives for both Parties reached a negotiated settlement of the claims of the Lawsuit

without admission of Defendants' liability. Plaintiffs' counsel believes the settlement is fair, adequate, reasonable, and is in Plaintiffs' best interests.

The Court finds that the provisions in the Agreement and the totality of the settlement and the circumstances surrounding the negotiation of the settlement constitute a "fair and reasonable" resolution of a bona fide dispute regarding the claims released by the Agreement.

Accordingly, it is hereby ORDERED that the Joint Motion is GRANTED. Plaintiffs' claims in the Lawsuit are hereby DISMISSED WITH PREJUDICE, and the Court retains jurisdiction over the Parties to the Agreement for the purposes of interpretation, compliance, and enforcement of the Agreement.

IT IS SO ORDERED this 6th day of June, 2022.

  
JUDGE RICHARDSON

APPROVED FOR ENTRY:

/s/ Megan M. Sutton

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